IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Regular Second Appeal No. 3863 of 2004
Date of Decision: August 28, 2006

Balkar Singh and others ..... Appellants

versus

Sukdev Singh and others .....Respondents

Present:- Shri Rajan Gupta, Advocate, for the appellants

HEMANT GUPTA, J.

The plaintiff is in second appeal aggrieved against the judgment and decree passed by the Courts below whereby suit for specific performance of agreement to sell dated 2.1.1986 was dismissed.

It is the case of the plaintiff that 30 Kanals 12 Marlas of agricultural land was agreed to be sold by defendant No.1 Sukhdev Singh by entering into agreement of sale at Rs.26,750/- per killa and Rs.20,000/- was paid as earnest money. The remaining amount was payable at the time of execution of sale deed. The sale deed was to be executed on or before 20.12.1988. Since the sale deed was not executed on the said date, the parties entered into an agreement to extend the period of execution of sale deed upto 20.12.1988. It is the case of the plaintiff that again the parties with mutual consent extended the date for execution of sale deed upto 15.11.1993. It is the case of the plaintiff that the defendant entered into three different agreements for sale of the land in favour of defendants No.3

to 5 in June, 1986. As per plaintiff, the said agreement will not defeat the rights of the plaintiff arising out of agreements executed prior to 1986. The suit for specific performance of agreement was filed on 31.10.1995.

Both the Courts below have found that though agreement to sell dated 2.1.1986 is proved but subsequent endorsements for execution of sale deed upto 20.12.1988 and 15.11.1993 are forged. The said findings are based on proper appreciation of evidence. It could not be pointed out that any evidence has been misread or not taken into consideration. Therefore, as the plaintiff has failed to prove that the defendant has agreed to execute the sale deed on 20.12.1988 and later on 15.11.1993, the suit for specific performance filed by the plaintiff in October, 1995, is clearly beyond the period of limitation.

In view of the above, I do not find that any substantial question of law arises for consideration by this Court in second appeal.

Dismissed.

August 28, 2006 (HEMANT GUPTA)
ks JUDGE